

Exhibit No.:  
Issues: Telephone Specific  
Witness: William L. Voight  
Sponsoring Party: MO PSC Staff  
Type of Exhibit: Direct Testimony  
Case No.: TC-2007-0307  
Date Testimony Prepared: July 6, 2007

**MISSOURI PUBLIC SERVICE COMMISSION**

**UTILITY OPERATIONS DIVISION**

**REBUTTAL TESTIMONY**

**OF**

**WILLIAM L. VOIGHT**

**CASE NO. TC-2007-0307**

**Jefferson City, Missouri**

**July 2007**

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of CenturyTel of Missouri, )  
LLC d/b/a CenturyTel and Spectra )  
Communications Group, LLC d/b/a )  
CenturyTel Tariff Filings to Grandfather )  
Remote Call Forward Services to Existing )  
Customers and Existing Locations )

Case No. TC-2007-0307

**AFFIDAVIT OF WILLIAM L. VOIGHT**

STATE OF MISSOURI     )  
                                  ) ss  
COUNTY OF COLE        )

William L. Voight, of lawful age, on his oath states: that he has participated in the preparation of the following Rebuttal Testimony in question and answer form, consisting of 7 pages of Rebuttal Testimony to be presented in the above case, that the answers in the following Rebuttal Testimony were given by him; that he has knowledge of the matters set forth in such answers; and that such matters are true to the best of his knowledge and belief.



\_\_\_\_\_  
William L. Voight

Subscribed and sworn to before me this 5<sup>th</sup> day of July, 2007.



SUSAN L. SUNDERMEYER  
My Commission Expires  
September 21, 2010  
Callaway County  
Commission #06942086

  
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Notary Public

My commission expires 9-21-10

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A. My name is William L. Voight and my business address is P.O. Box 360, 200 Madison Street, Jefferson City, Missouri 65102.

**Q. By whom are you employed and in what capacity?**

A. I am employed by the Missouri Public Service Commission (Commission or MoPSC) as a supervisor in the Telecommunications Department. I have general supervisory responsibility for staff recommendations pertaining to tariff filings, certificate applications, interconnection agreements, and telephone company mergers and acquisitions. In conjunction with other staff persons, I provide staff recommendations on a wide variety of other matters before the Commission including rulemakings, complaints filed with the Commission, and Commission comments to the Federal Communication Commission (FCC). My duties have also involved participation as a member of the Commission's Arbitration Advisory Staff, which is comprised of subject matter experts who assist an arbitrator in interconnection and compensation disputes involving the Federal Telecommunications Act of 1996. Lastly, I participate in and coordinate special projects, as assigned by management. Examples of special projects include Case No. TW-2004-0324, a Study of Voice over Internet Protocol in Missouri, and Case No. TW-2004-0471, a Commission-appointed Task Force to study expanded local calling in Missouri. As necessary and appropriate, I also provide assistance to

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1 the Commission, upper management, and members of the General Assembly on legislative  
2 matters.

3 **Q. What is your education and previous work experience?**

4 A. I received a Bachelors of Science degree with a major in economics from  
5 Lincoln University in Jefferson City, Missouri. A copy of relevant work history is attached as  
6 Schedule 1.

7 **Q. Have you previously testified before the Commission?**

8 A. Yes, a list of cases where I have served as a witness by providing testimony is  
9 attached as Schedule 2.

10 **Q. What is the purpose of your Rebuttal Testimony?**

11 A. My purpose is to provide the Telecommunications Department Staff's (Staff's)  
12 recommendation to CenturyTel's request to grandfather Remote Call Forwarding service.

13 **Q. Do you have any comments regarding CenturyTel's description of Remote**  
14 **Call Forwarding service?**

15 A. Yes. CenturyTel witness Mr. Martinez describes how the service is typically  
16 used by businesses that want to provide a local number for customers to call without actually  
17 having a physical presence in the local area (Martinez Direct Testimony; page 5, lines 5-6). I  
18 agree with Mr. Martinez's description; however, to expand upon this description, Remote Call  
19 Forwarding service can also be useful in response to natural or man-made disasters. For  
20 example, a natural or man-made disaster may destroy or prevent a customer from inhabiting  
21 their existing physical location. Remote Call Forwarding can be helpful because the service  
22 allows a customer to retain the same phone number and have calls to this number redirected to  
23 another location. Unlike standard versions of call forwarding service, a unique feature of

1 Remote Call Forwarding service is that customer premise equipment is not required to make  
2 the service function properly. This unique characteristic of *Remote* Call Forwarding makes the  
3 service indispensable for emergency and disaster contingency planning purposes. In the  
4 Staff's opinion, there is no close substitute for Remote Call Forwarding telephone service.

5 **Q. What standards have been previously applied by the Commission or the**  
6 **Staff to grandfather tariffed services?**

7 A. The most common form of grandfathering occurs due to marketing practices.  
8 Sometimes carriers simply desire to stop marketing a particular product offering; various long  
9 distance offerings are perhaps the best example. The Commission also permits grandfathering  
10 due to technological obsolescence. For example, some tariffs contain a section titled  
11 "Obsolete Centrex Service" which simply means that old-fashioned (perhaps mechanical)  
12 Centrex service has been replaced with newer more modern versions. In my experience, the  
13 single most important criterion on whether to permit grandfathering has been the impact to  
14 potential customers. In all instances that I am aware of, if customers have viable alternatives,  
15 the Staff would recommend approval of grandfathering.

16 **Q. What reasons are provided by CenturyTel to grandfather Remote Call**  
17 **Forwarding service?**

18 A. CenturyTel provides three general reasons for its proposal to grandfather  
19 Remote Call Forwarding service. CenturyTel characterizes Remote Call Forwarding as  
20 susceptible to "abuse and fraud" by "prison inmate[s] and Internet service provider(s)."  
21 (Martinez Direct Testimony; page 7, line 10). CenturyTel also states that Remote Call  
22 Forwarding has become obsolete (Martinez Direct Testimony; page 7, line 6). Lastly,  
23 CenturyTel states that the use of Remote Call Forwarding by some competitive carriers poses

1 a serious traffic congestion threat to CenturyTel's network (Martinez Direct Testimony; page  
2 7, line 13).

3 **Q. What comments do you have regarding CenturyTel's claim that Remote**  
4 **Call Forwarding service is susceptible to abuse and fraud by prison inmates?**

5 The Staff is unable to understand the prison phone scam example proffered by Mr.  
6 Martinez. As described, Staff simply finds the example unpersuasive. As but one example, the  
7 Staff fails to understand how prison inmates are permitted to have cellular phones in the first  
8 instance and even if they were, Staff is unfamiliar with cellular phones that provide "free  
9 incoming" usage.

10 Mr. Martinez describes how CenturyTel was allowed in 2005 to grandfather Remote  
11 Call Forwarding service in the state of Washington. The grandfathering of Remote Call  
12 Forwarding in Washington was supposedly performed to address situations where inmates  
13 somehow inappropriately used Remote Call Forwarding service. No evidence was presented  
14 as to whether inmates in other states, including Missouri, were misusing the service. In  
15 addition, no explanation has been provided as to why grandfathering Remote Call Forwarding  
16 service was not pursued at the time in other states besides Washington. The Staff is unaware  
17 of any problems with other inmates abusing Remote Call Forwarding service of other local  
18 exchange companies in Missouri.

19 **Q. What comments do you have regarding CenturyTel's claim that Remote**  
20 **Call Forwarding service is obsolete?**

21 A. The Staff also remains unconvinced that Remote Call Forwarding is obsolete  
22 for CenturyTel doesn't fully explain its rationale for its belief that the service is antiquated.  
23 Mr. Martinez provides what he believes are competitive alternatives to the Remote Call

1 Forwarding service (Martinez Direct Testimony; page 14, lines 9-17) such as national  
2 unlimited calling plans and VoIP service. Absent further explanation, it is difficult to see how  
3 these plans and services can replace Remote Call Forwarding service if a business wants to  
4 provide a local number for customers to call without actually having a physical presence in  
5 the local area.

6 **Q. What comments do you have regarding CenturyTel's claim that the use of**  
7 **Remote Call Forwarding service by some competitive carriers poses a serious traffic**  
8 **congestion threat to CenturyTel's network?**

9 A. Inferred from CenturyTel's claim is that traffic congestion only becomes an  
10 issue if the Remote Call Forwarded number is ultimately ported to another carrier. For  
11 example, CenturyTel witnesses discuss concerns with network congestion if Socket Telecom  
12 is permitted to port Remote Call Forwarding telephone numbers (Martinez Direct Testimony;  
13 page 13, line 5; page 13, line 14: Teasley Direct Testimony; page 8, line 19). If porting  
14 Remote Call Forwarding telephone numbers truly raises congestion concerns, then  
15 CenturyTel and Socket Telecom's Interconnection Agreement presents a remedy to this  
16 concern.

17 Pursuant to Sections 4.3.3 and 4.3.4 of Article V of the CenturyTel/Socket Telecom  
18 Interconnection Agreement, Socket Telecom would be required to move its Point of  
19 Interconnection, or establish a new Point of Interconnection, should the traffic in question  
20 reach certain predetermined levels over three consecutive months. Socket Telecom and  
21 CenturyTel should promptly confer on the trunking arrangements for any Socket Telecom  
22 request to port telephone numbers, and all requirements for additional common trunking

1 capacity should be accommodated with the addition of dedicated trunks. This method of  
2 provisioning will alleviate any concerns with network congestion.

3 **Q. Has the Commission made any ruling with regard to porting Remote Call**  
4 **Forwarded telephone numbers?**

5 A. Yes. In Case No. TO-2006-0299, the Commission affirmed the Arbitrator's  
6 decision for remote call forwarding numbers to be ported provided that the local calling scope  
7 of the ported number does not change.<sup>1</sup> The Commission ordered the following language to be  
8 made part of the Parties' Interconnection Agreement: "Each party shall permit telephone  
9 numbers associated with remote call forwarding to be ported *provided that the local calling*  
10 *scope of the ported number does not change*" (emphasis is original).

11 **Q. If the tariff sheets are permitted to go into effect, what status should be**  
12 **afforded the 61 new Socket service requests referenced by Mr. Martinez (Martinez**  
13 **Direct Testimony; page 12, line 13)?**

14 A. In the Staff's view, CenturyTel should fulfill the service requests even if the  
15 tariff sheets are permitted to go into effect. These additional requests were made while  
16 CenturyTel's tariff sheets were still in effect. The proposed effective date was originally to  
17 have been February 18, 2007; however, in order to establish an evidentiary record, the  
18 effective date of the tariff sheets was suspended by the Commission until December 18, 2007.  
19 Socket submitted its service request on or about February 8<sup>th</sup>. Mr. Martinez maintains that the  
20 three-month minimum contract duration would extend past the proposed effective date of the  
21 tariff sheets, thereby making it inappropriate to provision the requested service (Martinez  
22 Direct Testimony; page 12, line 23). Staff fails to understand the relevance of the three-month

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<sup>1</sup> RE: Petition of Socket Telecom, LLC for Compulsory Arbitration of Interconnection Agreements with CenturyTel of Missouri, LLC and Spectra Communications, LLC, pursuant to Section 251(b)(1) of the Telecommunications Act of 1996.



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1 requirement as a reason to deny the service request. Presumably such logic would allow  
2 CenturyTel to deny Remote Call Forwarding requests three months prior to the proposed  
3 effective date of the tariff filing. Staff continues to believe the 61 Remote Call Forwarding  
4 service requests should be provisioned by CenturyTel.

5 **Q. Does this conclude your Rebuttal Testimony?**

6 **A.** Yes, it does.

**William L. Voight**

**SUMMARY OF WORK EXPERIENCE**

**1974 – 1985 United Telephone Company,** I began my telephone career on February 4, 1974, as a central office equipment installer with the North Electric Company of Gallion, Ohio. At that time, North Electric was the manufacturing company of the United Telephone System. My duties primarily included installation of all forms of central office equipment including power systems, trunking facilities, operator consoles, billing systems, Automatic Number Identification systems, various switching apparatuses such as line groups and group selectors, and stored program computer processors.

In 1976, I transferred from United's manufacturing company to one of United's local telephone company operations – the United Telephone Company of Indiana, Inc. I continued my career with United of Indiana until 1979, when I transferred to another United Telephone local operations company – the United Telephone Company of Missouri. From the period of 1976 until 1985, I was a central office technician with United and my primary duties included maintenance and repair of all forms of digital and electronic central office equipment, and programming of stored program computer processors. United Telephone Company is today known as **Embarq**.

**1985-1988** In 1985, I began employment with **Tel-Central Communications, Inc.**, which at that time was a Missouri-based interexchange telecommunications carrier with principal offices in Jefferson City, Missouri. As Tel-Central's Technical Services Supervisor, my primary duties included overall responsibility of network operations, service quality, and supervision of technical staff. Tel-Central was eventually merged with and into what is today MCI.

In conjunction with Tel-Central, I co-founded **Capital City Telecom**, a small business, "non-regulated" interconnection company located in Jefferson City. As a partner and co-founder of Capital City Telecom, I planned and directed its early start-up operations, and was responsible for obtaining financing, product development, marketing, and service quality. Although Capital City Telecom continues in operations, I have since divested my interest in the company.

**1988-1994** In 1988, I began employment with **Octel Communications Corporation**, a Silicon Valley-based manufacturer of Voice Information Processing Systems. My primary responsibilities included hardware and software systems integration with a large variety of Private Branch eXchange (PBX), and central office switching systems. Clients included a large variety of national and international Local Telephone Companies, Cellular Companies and Fortune 500 Companies. Octel Communications Corporation was later merged with Lucent Technologies.

**1994-Present Missouri Public Service Commission**

**William L. Voight**

**TESTIMONY EXPERIENCE**

Case No. TR-96-28	In the Matter of Southwestern Bell's tariff sheets designed to increase Local and Toll Operator Service Rates.
Case No. TT-96-268	In the Matter of Southwestern Bell Telephone Company's tariffs to revise PSC Mo. No. 26, Long Distance Message Telecommunications Services Tariff to introduce Designated Number Optional Calling Plan.
Case No. TA-97-313	In the Matter of the Application of the City of Springfield, Missouri, through the Board of Public Utilities, for a Certificate of Service Authority to Provide Nonswitched Local Exchange and Intrastate Interexchange Telecommunications Services to the Public within the State of Missouri and for Competitive Classification.
Case No. TA-97-342	In the Matter of the Application of Max-Tel Communications, Inc. for a Certificate of Service Authority to Provide Basic Local Telecommunications Service in Portions of the State of Missouri and to Classify Said Services and the Company as Competitive.
Case No. TA-96-345	In the Matter of the Application of TCG St. Louis for a Certificate of Public Convenience and Necessity to provide Basic Local Telecommunication Services in those portions of St. Louis LATA No. 520 served by Southwestern Bell Telephone Company.
Case No. TO-97-397	In the Matter of the Petition of Southwestern Bell Telephone Company for a Determination that it is Subject to Price Cap Regulation Under Section 392.245 RSMo. (1996).
Case No. TC-98-337	Staff of the Missouri Public Service Commission, Complainant, vs. Long Distance Services, Inc., Respondent.
Case No. TO-99-227	Application of Southwestern Bell Telephone Company to Provide Notice of Intent to File an Application for Authorization to Provide In-Region InterLATA Services Originating in Missouri Pursuant to Section 271 of the Telecommunications Act of 1996.
Case No. TA-99-298	In the Matter of the Application of ALLTEL Communications, Inc. for a Certificate of Service Authority to Provide Basic Local Telecommunications Service in Portions of the State of Missouri and to Classify Said Services and the Company as Competitive.
Case No. TO-99-596	In the Matter of the Access Rates to be Charged by Competitive Local Exchange Telecommunications Companies in the State of Missouri.
Case No. TO-99-483	In the Matter of an Investigation for the Purpose of Clarifying and Determining Certain Aspects Surrounding the Provisioning of Metropolitan Calling Area Service After the Passage and Implementation of the Telecommunications Act of 1996.

Case No. TO-2001-391	In the Matter of a further investigation of the Metropolitan Calling Area Service after the passage and implementation of the Telecommunications Act of 1996.
Case No. TO-2001-416	In the Matter of Petition of Fidelity Communications Services III, Inc. Requesting Arbitration of Interconnection Agreement Between Applicant and Southwestern Bell Telephone Company in the State of Missouri Pursuant to Section 252 (b)(1) of the Telecommunications Act of 1996.
Case No. TO-2001-467	In the Matter of the Investigation of the State of Competition in the Exchanges of Southwestern Bell Telephone Company.
Case No. TT-2002-129	In the Matter of AT&T Communications of the Southwest, Inc.'s Proposed Tariff to Establish a Monthly Instate Connection Fee and Surcharge.
Case No. TC-2002-1076	Staff of the Missouri Public Service Commission, Complainant, vs. BPS Telephone Company, Respondent.
Case No. TK-2004-0070	In the Matter of the Application of American Fiber Systems, Inc. for Approval of an Agreement with Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, Under the Telecommunications Act of 1996.
Case No. CO-2005-0066	In the Matter of the Confirmation of Adoption of an Interconnection Agreement with CenturyTel of Missouri, LLC d/b/a CenturyTel and Spectra Communications Group, LLC d/ba CenturyTel by Socket Telecom, LLC
Case No. TO-2003-0257	In the Matter of the Request from the Customers in the Rockaway Beach Exchange for an Expanded Calling Scope to Make Toll-Free Calls to Branson
Case No. IO-2006-0086	Application of Sprint Nextel Corporation for Approval of the Transfer of Control of Sprint Missouri, Inc., Sprint Long Distance, Inc. and Sprint Payphone Services, Inc. From Sprint Nextel Corporation to LTD Holding Company.
Case No. LT-2006-0162	In the Matter of Tariff No. 3 of Time Warner Cable Information Services (Missouri), LLC, d/b/a Time Warner Cable.
Case No. TM-2006-0272	In the Matter of the Application for Approval of the Transfer of Control of Alltel Missouri, Inc. and the Transfer of Alltel Communications, Inc. Interexchange Service Customer Base.
Case No. TT-2006-0474	In the matter of McLeodUSA Telecommunications Services, Inc.'s Tariff Filing to Increase its Missouri Intrastate Access Rates.
Case No. TC-2007-0111	Staff of the Public Service Commission of the State of Missouri, Complainant, vs. Comcast IP Phone, LLC, Respondent.
Case No. TC-2007-0341	Socket Telecom, LLC, Complainant, vs. CenturyTel of Missouri, LLC and Spectra Communications Group, LLC, d/b/a CenturyTel, Respondents.